

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO

Troy Koenig  
8110 Brown Road  
Ostrander, Ohio 43061,

Plaintiff, individually and on behalf  
of a class of plaintiffs who are  
residents of the United States  
of America and who entered into  
the subject registration contract,

Plaintiffs,

vs.

USA Hockey Inc.  
1775 Bob Johnson Drive  
Colorado Springs, Colorado 80906,

Defendant.

Case No.

09 CVH 10 15600

Judge

CLASS ACTION COMPLAINT

CASE CATEGORY "H"

**VERIFIED COMPLAINT, INCLUDING CLASS ACTION CLAIMS,  
OF PLAINTIFF TROY KOENIG AGAINST DEFENDANT USA HOCKEY INC.**

Plaintiff Troy Koenig ("Plaintiff"), by and through his undersigned counsel, alleges for his Complaint on behalf of himself and the class against Defendant USA Hockey Inc. ("Defendant") the following:

1. Defendant is the national governing body for the sport of ice hockey and roller hockey in the United States, and operates either directly, or through one of its affiliates, in Franklin County, Ohio.

2. Defendant has conducted business with the Plaintiff and others in Franklin County, Ohio.

FILED COURT  
COMMON PLEAS CO. OHIO  
FRANKLIN CO. OHIO  
2009 OCT 19 AM 11:49  
CLERK OF COURT SCB

3. In order to participate in hockey, either as a player, coach, or referee, Plaintiff and the class members were required to join Defendant as members for a fee.

4. The Plaintiff and the class members typically register with the Defendant via the internet by agreeing to a form adhesion contract prepared by the Defendant and paying a \$35 fee to join for one year.

5. According to Defendant's website, USAHockey.com, for the 2008-09 year from September 1, 2008 through August 31, 2009 (the "2008 Contract Term"), Defendant had the following registered number of members: players – 465,975; coaches – 55,448; and officials – 26,866, for a total of 548,289 members.<sup>1</sup>

#### Class Action Allegations

6. Plaintiff alleges the class claims pursuant to Civil Rule 23.

7. Joinder of all members of the class is impractical as there are believed to be in excess of 548,000 members of the class who have entered into form written membership agreements for the 2008 registration period ("2008 Membership Agreement") prepared by the Defendant that have, in relevant part, the same or substantially similar provisions as the Plaintiff's 2008 Membership Agreement relating to, among other things, the registration coverage period as well as the benefits within the specified coverage period.

8. There are questions of fact and law common to the class in that, among other things, all class members are members of the Defendant who had 2008 Membership Agreements prepared by the Defendant whereby the class was to receive certain benefits during the 2008 registration period, spanning one year. During the time period covered by the 2008 Membership Agreements, Defendant unilaterally terminated the 2008 Membership Agreement, thereby

---

<sup>1</sup>2009 USA HOCKEY ANNUAL CONGRESS REGISTRATION REPORTS, available at [http://www.usahockey.com/uploadedFiles/USAHockey/Menu\\_Membership/Menu\\_Membership\\_Statistics/0809FinalReports.pdf](http://www.usahockey.com/uploadedFiles/USAHockey/Menu_Membership/Menu_Membership_Statistics/0809FinalReports.pdf).

requiring Plaintiff and the class to enter into written membership agreements for the 2009 registration period ("2009 Membership Agreement") at a point in time that was already covered by the 2008 Membership Agreement (i.e. from May 1, 2009 – August 31, 2009). By mandating that members enter into the 2009 Membership Agreement as of May 1, 2009, Plaintiff and the members of the class whose 2008 Membership Agreements went beyond May 1, 2009 failed to receive the benefit of the bargain as to the time period covered by their 2008 Membership Agreements.

9. The claims of the Plaintiff are typical of the claims of the class in that, among other things, they arise from the form, written 2008 Membership Agreements and Defendant's unilateral mandate that in order to participate in hockey all members were required to enter into the 2009 Membership Agreement before their 2008 Membership Agreement expired.

10. Plaintiff, as class representative, will fairly and adequately protect the interests of the class.

11. The common questions of the class predominate over questions affecting only individuals and class action treatment is a superior method for the fair and efficient adjudication of the claims alleged herein.

**COUNT ONE**  
**(Breach of Contract)**

12. Plaintiff realleges as if fully rewritten herein all previous allegations.

13. The class for this Count shall be: All persons who had a 2008 Membership Agreement with Defendant and who did not receive the complete benefit of the 2008 Membership Agreement by virtue of being required to enter into the 2009 Membership Agreement with Defendant before their 2008 Membership Agreement expired.

14. Plaintiff and the class were members of Defendant by virtue of the 2008 Membership Agreement and the payment of the per-person membership fees totaling \$35.00 (the "Membership Fee").

15. Membership with Defendant is required for Plaintiff's and the class' participation in ice hockey and roller hockey.

16. Plaintiff's 2008 and 2009 Membership Agreements with Defendant are attached as Exhibits A and B, respectively.

17. Upon information and belief, Defendant's 2008 and 2009 Membership Agreements are in all material respects the same for the Plaintiff and the class.

18. Defendant drafted the Plaintiff's and the class' 2008 and 2009 Membership Agreements.

19. Defendant's 2008 and 2009 Membership Agreements are form, adhesion contracts.

20. Plaintiff's and the class' 2008 Membership Agreements provide that they are entitled to all benefits of membership with Defendant for a year during the 2008 Contract Term. See Exhibit A, stating "Valid Sept. 1, 2008 – Aug. 31, 2009."

21. By virtue of the 2008 Membership Agreements, Plaintiff and the class are entitled to participate in hockey and receive certain other benefits, including, but not limited to, insurance coverage and monthly USA Hockey magazine subscriptions during the 2008 Contract Term.

22. During the 2008 Contract Term, Defendant unilaterally mandated that in order for the Plaintiff and the class to continue to participate in hockey that they enter into the 2009 Membership Agreement at a point in time so as to overlap with several months of the time period covered by the 2008 Membership Agreement.

23. Specifically, as part of the 2009 Membership Agreement, Plaintiff and the class were required to register for the period of May 1, 2009 – April 30, 2010, in order to participate in hockey as of May 1, 2009 going forward.

24. Defendant's unilateral mandate of requiring Plaintiff and the class to enter into the 2009 Membership Agreement duplicated a portion of the time-frame and benefits that Plaintiff and the class were entitled to under the 2008 Membership Agreement (i.e. from May 1, 2009 – August 31, 2009).

25. As a result, Plaintiff and the class were deprived of benefits for which they were entitled by paying Membership Fees under the 2008 Membership Agreement, therefore, constituting a breach of the 2008 Membership Agreement.

26. As a direct and proximate result of Defendant's breach, Plaintiff and the class have been damaged by the loss of use of their Membership Fees and all benefits conferred during the time frame May 1, 2009 through August 31, 2009.

27. Defendant's breach results in the Plaintiff and each member of the class losing \$11.67 of their Membership Fee or being overcharged same (i.e.  $\$35 \times [4 \text{ months lost benefit of bargain} \div 12 \text{ months of full 2008 Membership Agreement}]$ ).

28. As a direct and proximate result, the Plaintiffs and the class have been damaged in an amount reasonably believed to be in excess of \$25,000.

**COUNT TWO**  
**(Violation of Ohio Consumer Sales Practices Act)**

29. Plaintiff realleges as if fully rewritten herein all previous allegations.

30. The sub-class for this Count shall be: All Ohio residents who had a 2008 Membership Agreement with Defendant and who did not receive the complete benefit of the

2008 Membership Agreement by virtue of being required to prematurely enter into the 2009 Membership Agreement with Defendant.

31. Defendant is a supplier within the meaning of R.C. § 1345.01.

32. At all times pertinent hereto, Plaintiff and the sub-class are consumers within the meaning of R.C. § 1345.01.

33. The transactions forming the basis of this action against Defendants and described in the Complaint are "consumer transactions" within the meaning of R.C. § 1345.01(A).

34. At all times pertinent hereto, Defendant's deceptive acts and/or unconscionable practices include, but are not limited to the following:

- A. Falsely representing to Plaintiff and the sub-class that their payment for Membership Fees would entitle them to a full year of membership benefits under the 2008 Membership Agreement;
- B. Failing to provide a refund of the Membership Fees for the period in which the 2009 Membership Agreement overlapped with the 2008 Membership Agreement; and
- C. Falsely representing to Plaintiff and the sub-class that the 2008 Membership Agreement was one year long when in fact it was not.

35. Defendants' acts or omissions are violations of, but are not limited to, R.C. §§ 1345.02(A) and (B), sections (1), (2), (5), and (6); R.C. §§ 1345.03(A) and (B), sections (3), (5), and (7); and acts or practices declared to violate the CSPA by administrative regulation contained in Ohio Administrative Code § 109:4-3-02, et seq., and § 109:4-3-16, et seq., and/or by judicial decisions archived in the public inspection file of the Ohio Attorney General's Office prior to the events in question.

36. As a direct and proximate result of Defendant's violation of R.C. § 1345 *et seq*, Plaintiff and the sub-class have been damaged in an amount reasonably believed to be in excess of \$25,000.

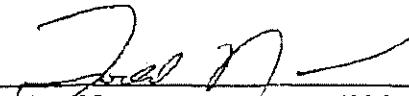
37. As a direct and proximate result of Defendant's violation of R.C. § 1345 *et seq*, Plaintiff and the sub-class have been required to incur legal fees and expenses, and they will incur additional legal fees and expenses in the future, all of which are payable by Defendant in accordance with the Ohio Revised Code.

**WHEREFORE**, Plaintiff respectfully requests that judgment be rendered against the Defendant as follows:

1. That the Court certify the classes and direct to the members of the classes the best notice practical under the circumstances as required by Civil Rule 23;
2. For Counts One and Two, judgment in favor of the Plaintiff and the class and/or sub-class in an amount reasonably believed to be in excess of \$25,000 and which will be more specifically proven at trial;
3. Pre and post judgment interest;
4. Plaintiff's costs and expenses, including reasonable attorneys fees;

5. Such additional and further relief, at law or in equity, that the Court deems just.

Respectfully submitted,

  
\_\_\_\_\_  
Todd H. Neuman (0059819)  
Rick L. Ashton (0077768)  
ALLEN KUEHNLE STOVALL & NEUMAN LLP  
17 South High Street, Suite 1220  
Columbus, Ohio 43215-4100  
Telephone: (614) 221-8500  
Facsimile: (614) 221-5988  
E-mail: [neuman@aksnlaw.com](mailto:neuman@aksnlaw.com)  
[ashton@aksnlaw.com](mailto:ashton@aksnlaw.com)  
*Counsel for Plaintiffs*



VERIFICATION

I, Troy Koenig, having been duly cautioned and sworn, deposes and states that I have read the foregoing complaint and that the averments contained in it are true to the best of my knowledge, information and belief.

  
Troy Koenig

USA Hockey

**WELCOME TO USA HOCKEY  
TAKE THIS RECEIPT TO YOUR LOCAL PROGRAM TO COMPLETE YOUR  
REGISTRATION  
2008-09 SEASON**

**(Valid Sept 1, 2008 - Aug 31, 2009)**

Registration Information: Koenig, Troy, Birth Year - 1970

Registration Category: Ice Player and/or Coach

Date of Registration: 8/26/2008

Amount Paid - USA Hockey: \$30.00



Amount Paid - Mid-American Hockey Association: \$5.00

EXHIBIT

tabbaker

A

- This confirms that you have paid your 2008-09 USA Hockey & Affiliate fee (if applicable)
- Take this confirmation number to the local program(s) you participate with so they can complete your registration ensuring all member benefits are in place. Your member card will be printed when the number has been processed by your team/program.
- This receipt does NOT guarantee membership in any program or placement on a team.
- If you have questions, email comments@usahockey.org or phone 800-566-3288 ext 123.

**Confirmation #: 239911524KOENI**



**239911524KOENI**

**Waiver of Liability, Release Assumption of Risk & Indemnity Agreement (executed during online registration)**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees. For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in USAH events, member team activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does/do so on behalf of my/our and participant's heirs, executors, administrators and assigns. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/we agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomsoever or wherever made or presented for participant's personal injuries, property damage or wrongful death. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager. 1W Rev 1/03

Previously Registered code if no Internet connection: 17168580

Amount Paid - Mid-American Hockey Association: \$5.00

- This confirms that you have paid your 2008-09 USA Hockey & Affiliate fee (if applicable)
- Take this confirmation number to the local program(s) you participate with so they can complete your registration ensuring all member benefits are in place. Your member card will be printed when the number has been processed by your team/program.
- This receipt does NOT guarantee membership in any program or placement on a team.
- If you have questions, email [comments@usahockey.org](mailto:comments@usahockey.org) or phone 800-566-3288 ext 123.

Confirmation #: 239911524KOENI

**Waiver of Liability, Release Assumption of Risk & Indemnity Agreement (executed during online registration)**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees. For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in USAH events, member team activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does/do so on behalf of my/our and participant's heirs, executors, administrators and assigns. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/we agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomsoever or wherever made or presented for participant's personal injuries, property damage or wrongful death. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager.

1W Rev 1/03

Previously Registered code if no internet connection: 17166560

Windows Live: Keep your friends up to date with what you do online. [Find out more.](#)

**WELCOME TO USA HOCKEY  
TAKE THIS RECEIPT TO YOUR LOCAL PROGRAM TO COMPLETE YOUR  
REGISTRATION**

**2009-10 SEASON**

(Valid May 1, 2009 - April 30, 2010)



Registration Information: Koenig, Troy, Birth Year - 1970

Registration Category: Ice Player and/or Coach

Date of Registration: 8/31/2009

Amount Paid - USA Hockey: \$30.00

Amount Paid - Mid-American Hockey Association: \$5.00



- This confirms that you have paid your 2009-10 USA Hockey & Affiliate fee (if applicable)
- Take this confirmation number to the local program(s) you participate with to complete your registration ensuring all benefits are in place. This number is your member number for the 09-10 season. You will receive an email when it has been processed by your team/program.
- This receipt does NOT guarantee membership in any program or placement on a team.
- If you have questions, email comments@usahockey.org or phone 800-566-3288 ext 123.

**Confirmation #: 243004682KOENI**



**243004682KOENI**

**Waiver of Liability, Release Assumption of Risk & Indemnity Agreement (executed during online registration)**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees. For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in USAH events, member team activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of myself and participant's heirs, executors, administrators and assigns. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/we agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager. 1W Rev 1/03

Previously Registered code if no Internet connection: 17068048

## REGISTRATION 2009-10 SEASON

(Valid May 1, 2009 - April 30, 2010)



Registration Information: Koenig, Troy, Birth Year - 1970  
Registration Category: Ice Player and/or Coach  
Date of Registration: 8/31/2009  
Amount Paid - USA Hockey: \$30.00

Amount Paid - Mid-American Hockey Association: \$5.00

- This confirms that you have paid your 2009-10 USA Hockey & Affiliate fee (if applicable)
- Take this confirmation number to the local program(s) you participate with to complete your registration ensuring all benefits are in place. This number is your member number for the 09-10 season. You will receive an email when it has been processed by your team/program.
- This receipt does NOT guarantee membership in any program or placement on a team.
- If you have questions, email [comments@usahockey.org](mailto:comments@usahockey.org) or phone 800-566-3288 ext 123.

Confirmation #: 243004682KOENI



243004682KOENI

### Waiver of Liability, Release Assumption of Risk & Indemnity Agreement (executed during online registration)

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees. For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in USAH events, member team activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does/do so on behalf of my/our and participant's heirs, executors, administrators and assigns. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age group above that which participant would normally participate in. I/we further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/we agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey risks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said risks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager. I/W Rev 1/03

Previously Registered code if no internet connection: 17068048

Hotmail: Trusted email with powerful SPAM protection. [Sign up now.](#)